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5 **UNITED STATES BANKRUPTCY COURT**
6 **NORTHERN DISTRICT OF CALIFORNIA**
7 **SAN FRANCISCO DIVISION**

9 In Re:

10 **PETER NGUYEN**

11 Debtor-in-Possession,

Case No. 10-33514 TEC

CHAPTER 11

**DEBTOR'S SECOND AMENDED
CHAPTER 11 PLAN**

13 Date: Jul 8th, 2011

14 Time: 9:30 AM

15 Court: Hon Thomas E. Carlson
235 Pine St, 23rd Floor
16 San Francisco, CA

17 **INTRODUCTION**

19 This second Amended Chapter 11 plan of reorganization (the Plan) provides for the
20 restructuring of the debts of Peter Nguyen. If confirmed, the Plan will bind all creditors provided for
21 in the Plan, whether or not they file a proof of claim or accept the Plan, and whether or not their
22 claims are allowed.

23 All creditors should refer to Parts 1 – 4 of the Plan for information regarding the precise
24 treatment of their claims. A disclosure statement that provides additional information is being
25 circulated with the Plan. The disclosure statement is descriptive and explanatory only; the language
26 used in the Plan is binding. **Your rights may be affected. You should read these papers carefully**
27 **and discuss them with your attorney, if you have one.**

1 **PART 1: SECURED CREDITORS**

2 **Class 1a-1b – One West Bank (Primary Residence) - Unimpaired.**

3 One West Bank is owed approximately \$708.586 which is secured by a deed of trust in first
4 position on the Debtor's residence (3 Skyline Dr, Daly City, CA). Debtor is \$10,836 in Arrears
5 payments to One West Bank. Debtor will continue to make the regular monthly payment pursuant to
6 the terms of the note. Debtor will pay the \$10,836 arrears payment on the effective date of the Plan.
7
8 Wells Fargo shall retain its lien in the same order and priority it had prior to the filing. Wells Fargo
9
10 Bank is Unimpaired.

Name of Creditor	Description of Property	Amount Due	Estimated Value of Property	Interest Rate	Monthly Payment
Class 1a: OneWest Bank (Acct # 8069)	3 Skyline Dr, Daly City, CA 94015 (primary residence)	\$708,586	*Primary residence. Secured claim of OneWest of \$708,586 remains the same	7% As agreed on the original mortgage contract	\$2,552 per month for the remaining months of the mortgage contract, \$752 property tax and \$65 insurance
Class 1b: OneWest Bank (Acct # 8069)	3 Skyline Dr, Daly City, CA 94015 (primary residence)	\$10,836	*Primary residence. Secured claim of OneWest of \$708,586 remains the same	7% plus late fees as agreed on the original mortgage contract	\$10,836 Arrears payment due (\$1097 for 12/1/10, \$3,246 for 12/10, \$3,246 for 1/11 and \$3,246 for 2/11) will be paid on the effective date of the Plan

25 **Classes 1c-1d (California Properties). Pay Value of Collateral over Time.**

26 Debtor will pay the amount of the underlying debt that is equal to the value of the collateral.
27 Debtor will pay that amount with interest from the Effective Date of the Plan through monthly
28

1 payments as set forth below. Payments will be due on the 10th day of the month, starting on the
2 effective date.

Name of Creditor	Description of Property	Amount Due	Estimated Value of Property	Interest Rate	Monthly Payment
Class 1c: Wells Fargo Bank (Acct # 9321)	872 Beechwood Dr, Daly City, CA 94015	\$619,988	Secured claim of Wells Fargo Bank of \$619,998 remains the same	Adjustable Mortgage Rate starting 7/1/2005 and ending 6/15/2035	\$1,470 per month for the remaining months of the mortgage contract (\$450 property tax and \$55 insurance)
Class 1d: Wells Fargo Bank (Acct # 5017)	6230 Laird Ave, Oakland, CA 94605	\$295,000	\$295,000	5% for 360 months	\$1,584 per month for 360 months, \$292 property tax \$33 insurance

13 All Motions to Value Collateral and Motions to Avoid Lien have been filed and duly noticed to
14 all affected secured creditors/lienholders. The Court has granted Orders to all applicable Motions
15 filed as of this date. Lienholder will retain its lien until the secured debt is paid in full. Upon
16 completion of the payments to the lienholder, the debtor will be entitled to an order expunging or
17 voiding the lien. Except as modified by this plan, the terms of the lienholder's note and lien will
18 remain the same.

20 Creditors in this class may not possess or dispose of their collateral so long as Debtor is not in
21 Material Default in performing its obligations under the Plan. Material Default is defined in Part
22 This class is impaired and is entitled to vote on confirmation of the Plan. For instructions re voting
23 see the Disclosure Statement.

25 **Classes 1e-1g (Las Vegas Properties). Pay Value of Collateral over Time.**

26 Debtor will pay the amount of the underlying debt that is equal to the value of the collateral.
27 Debtor will pay that amount with interest from the Effective Date of the Plan through monthly
28

1 payments as set forth below. Payments will be due on the 10th day of the month, starting on the
2 effective date.

Name of Creditor	Description of Property	Amount Due	Estimated Value of Property	Interest Rate	Monthly Payment
Class 1e: Wells Fargo Bank (Acct # 3904)	6209 Rodman Ridge Ct, Las Vegas, CA 89131	\$269,000	\$269,000	5% for 360 months (proposed interest rate)	\$1,444 per month for 360 months, \$292 property tax \$33 insurance
Class 1f: Wells Fargo Bank (Acct # 6837)	6025 Chassington Ave, Las Vegas, NV 89131	\$321,573	\$321,573	5% for 360 months (proposed interest rate)	\$1,726 per month for 360 months, \$292 property tax \$33 insurance
Class 1g: JPMorgan Chase Bank (Acct # 9734)	9794 W. Mesa Vista Dr, Las Vegas, CA 89148	\$192,481	\$192,481	5% for 360 months (proposed interest rate)	\$1,033 per month for 360 months, \$250 property tax \$33 insurance

14 If a lienholder disputes the value of the collateral stated above by Debtor, such lienholder must
15 timely file an objection to confirmation, or the value stated by Debtor will be determined to be the
16 value of the collateral. Such objection shall be accompanied by competent evidence of value, which
17 need not include an appraisal. If the value of the collateral is disputed, the court, after consultation
18 with the parties, will schedule a hearing for determining value. Lienholder will retain its lien until
19 the secured debt is paid in full. Upon completion of the payments to the lienholder, the debtor will
20 be entitled to an order expunging or voiding the lien. Except as modified by this plan, the terms of
21 the lienholder's note and lien will remain the same.

23 Creditors in this class may not possess or dispose of their collateral so long as Debtor is not in
24 Material Default in performing its obligations under the Plan. Material Default is defined in Part 9.
25 This class is impaired and is entitled to vote on confirmation of the Plan. For instructions re voting
26 see the Disclosure Statement.

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PART 2: GENERAL UNSECURED CREDITORS

Class 2(a). Small Claims.

This class includes any creditor whose allowed claim is \$17,000 or less, and any creditor whose allowed claim is larger than \$17,000 but agrees to reduce its claim to \$17,000. **Each member of this class shall receive on the Effective Date of the Plan a single payment equal to 22% percent of that creditor's allowed claim.**

Name of Creditor	Amount of Claim	Is Claim Disputed	Amount to be Paid
Shadow Mountain Ranch HOA	\$2,933	no	\$645
Torrey Pine Ranch HOA	\$2,578	no	\$567
American Express (Acct # 3000)	\$5,719	no	\$1,258
American Express (Acct # 2000)	\$918	no	\$202
Home Depot Credit Services (Acct # 1975)	\$1,787	no	\$393
American Express (Acct # 1007)	\$1,052	no	\$232
American Express (Acct # 1005)	\$1,052	no	\$232
Hoan Nguyen	\$2,500	no	\$550
Phuong Thao Thi Nguyen	\$2,000	no	\$440
Wells Fargo Bank (Acct # 6405)	\$3,513	no	\$773
Wells Fargo Bank (Acct # 3709)	\$995	no	\$219
Wells Fargo Bank (Acct # 1496)	\$314	no	\$69
Wells Fargo Bank (Acct # 3691)	\$438	no	\$96
Wells Fargo Bank (Acct # 2149)	\$665	no	\$146
Chase Bank (Acct # 7056)	\$14,314	no	\$3,149
B-Line LLC (Acct # 6521)	\$10,098	no	\$2,222
Dept of Industrial Relations	\$9,395	no	\$2,067
Home Depot Credit Services (Acct # 2442)	\$9,314	no	\$2,049
Wells Fargo Bank (Acct # 1538)	\$14,481	no	\$3,186
Wells Fargo Bank (Acct # 3021)	\$16,645	no	\$3,662
Total	\$100,711		\$22,158

1 Creditors in this class may not take any collection action against Debtor so long as Debtor is not in
2 Material Default in performing its obligations under the Plan. Material Default is defined in Part 9.
3 This class is impaired and is entitled to vote on confirmation of the Plan. For instructions re: voting
4 and objections to confirmation see the Disclosure Statement.

5 **Class 2(b). General Unsecured Deficiency Claims.**

6 Every other general unsecured creditor (including claims from rejected executory contracts)
7 **shall be paid 10 percent of its allowed claim in 72 equal monthly installments.** Payments will be
8 due on the 10th day of the month starting the month after the effective date of the plan.

Name of Creditor	Amount of Claim	Is Claim Disputed	Amount to be Paid	Monthly Payment
Wells Fargo Bank (Rental 1 - Beechwood, Daly City)	\$70,701	no	\$7,070	\$98
Wells Fargo Bank (Rental 2 - Laird, Oakland)	\$113,948	no	\$11,395	\$158
Wells Fargo Bank (Rental 3 - Rodman Ridge, Las Vegas)	\$172,477	no	\$17,248	\$240
Wells Fargo Bank (Rental 4 - Chassington, Las Vegas)	\$145,963	no	\$14,596	\$203
JPMorgan Chase Bank (Rental 5 - Mesa Vista, Las Vegas)	\$154,154	no	\$15,415	\$214
Total	\$657,243		\$65,724	\$913

19 Creditors in this class may not take any collection action against Debtor so long as Debtor is not in
20 Material Default in performing its obligations under the Plan. The lienholders in this class will be
21 subject to having their lien removed and vacated from the collateral upon satisfaction of their allowed
22 claim or completion of the payments accorded to the lienholder under this plan. Material Default is
23 defined in Part 9. This class is impaired and is entitled to vote on confirmation of the Plan. For
24 instructions re voting and objections to confirmation see the Disclosure Statement.

25 **PART 3: PRIORITY CLAIMS AND EXPENSES OF ADMINISTRATION**

26 **(a) Professional Fees.**

1 Professional fees may be paid only upon application and approval by the Bankruptcy Court.

2 Holders of administrative claims for unpaid professional fees are not entitled to vote on
3 confirmation of the Plan.

4 (1) Debtor will pay the following professional fees in full on the Effective Date, or upon
5 approval by the court, whichever is later.

Name and Role of Professional	Estimated Amount
Michael H. Luu, Attorney for the Debtor, Peter Nguyen	\$25,000

9 (2) The following professionals have agreed to accept payment in full over time without
10 interest as follows. Payments will be made monthly, due on the 10th day of the month,
11 starting on the effective date of the plan.

Name and Role of Professional	Estimated Amount	Payment Amount	Number of Pymts
Michael H. Luu, Attorney for the Debtor, Peter Nguyen	The balance of the amount the court has approved for payment to the professional which was not paid as of the effective date	\$300 per month	until the court approved balance is paid in full

19
20 *Administrative priority creditors may not take any collection action against Debtor so long*
21 *as Debtor is not in Material Default in performing its obligations under the Plan. Material*
22 *Default is defined in Part 9.*

23 **(b) Other Administrative Claims.**

24 Debtor will pay other claims entitled to priority under section 503(b) in full on the Effective
25 Date. Ordinary course of business payments will be made when due. Holders of administrative
26 claims are not entitled to vote on confirmation of the Plan.
27

Name of Creditor (Other than ordinary course)	Estimated Amount of Claim
None	None

Administrative priority creditors may not take any collection action against Debtor so long as Debtor is not in Material Default in performing its obligations under the Plan. Material Default is defined in Part 9.

(c) Tax Claims.

Debtor will pay claims entitled to priority under section 507(a)(8) in full over time with interest in equal amortizing payments in accordance with section 511 of the Bankruptcy Code. Payments will be made monthly due on the 10th day of the month starting on the effective date of the plan. Holders of priority tax claims are not entitled to vote on confirmation of the Plan.

Name of Creditor (Other than ordinary course)	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Pymts
None	None	None	None	None

Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in Material Default in performing its obligations under the Plan. Material Default is defined in Part 9.

(d) Priority Rental Deposit Claims.

Debtor will pay claims entitled to priority under section 507(a)(8) in full over time with interest in equal amortizing payments in accordance with section 511 of the Bankruptcy Code. Payments will be made when the lease became due and not renewed by the tenants. The last month payment deposit shall be applied as the last month rent prior to lease termination. Holders of priority rental deposit claims are not entitled to vote on confirmation of the Plan.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Name of Creditor (Other than ordinary course)	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Pymts
	CESAR GARCIA 6230 LAIRD AVE Oakland, CA 94605	\$2,400 (last month deposit)	None	Payment shall be applied as last month rentpayment when lease expired and not renewed	None
	PATRICK J WALSH 872 BEECHWOOD DR Daly City, CA 94015	\$1,850 (last month deposit)	None	Payment shall be applied as last month rent payment when lease expired and not renewed	None

Priority Rental Deposit Claims may not take any collection action against Debtor so long as
 Debtor is not in Material Default in performing its obligations under the Plan. Material Default is
 defined in Part 9.

PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(a) Executory Contracts/Leases Assumed.

The Debtor assumes the following executory contracts and/or unexpired leases effective upon the date of the entry of the order confirming this Plan and shall perform all obligations thereunder, both pre-confirmation and post-confirmation. Any pre-confirmation arrearage will be paid on the Effective Date, unless the parties agree otherwise, or the court finds that a proposed payment schedule provides adequate assurance of future performance. Post-confirmation obligations will be paid as they come due.

Name of Lessor/Counterparty	Property Address or Description	Lease/Contract Arrears as of Effective Date
Hoan and An Le	3 Skyline Dr, Daly City, CA 94015 (primary residence)	None
Patrick J Walsh	872 Beechwood Dr, Daly City, CA 94015	None
Cesar Garcia	6230 Laird Ave, Oakland, CA 94605	None
David & Vic Pisani	6209 Rodman Ridge Ct, Las Vegas, CA 89131	None
Tonya Jackson	6025 Chassington Ave, Las Vegas, NV 89131	None

1 Nyesha Walker	9794 W. Mesa Vista Dr, Las Vegas, CA 89148	2 None
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3
(b) Executory Contracts/Leases Rejected.

4
The debtor rejects the following executory contracts and/or unexpired leases and surrenders
5
any interest in property securing these executory contracts and/or unexpired leases. The Debtor
6
waives the protection of the automatic stay and allows the affected creditor to obtain possession and
7
dispose of its collateral, without further order of the court. Upon the date of the entry of the order
8
confirming this Plan, the Debtor will be conclusively deemed to have rejected all executory contracts
9
and/or unexpired leases not previously assumed or listed in paragraph (a) above. A proof of claim
10
arising from the rejection of an executory contract or unexpired lease must be filed no later than sixty
11
(60) days after the date of the order confirming this Plan. Claims arising from rejection of executory
12
contracts shall be included in Class 2 (general unsecured claims).

Name of Creditor/Lessor	Property Address or Description
None	None

17
PART 5: DISPUTED CLAIMS

19
Debtor does not dispute any claims.

20
PART 6: MEANS OF EXECUTION

21
The Plan will be funded through monthly payments from future income and cash on hand
22
available to the debtor as of the effective date of the plan. Below is the debtor's projected income
23
and expenses.

INCOME:			
Current Rental Monthly			
1. Roommate Rental @ Primary	\$1,400		
2. Rental 1 (Beechwood)	\$1,850		

1	3. Rental 2 (Laird)	\$2,400	
2	4. Rental 3 (Rodman Ridge, LV)	\$1,800	
3	5. Rental 4 (Chessington, LV)	\$2,996	
4	6. Rental 5 (Mesa Vista, LV)	\$2,126	
5	Current 1099 Income (Hardwood Floor Complete, Inc's fixed payment per month)	\$2,500	
6	Total Income	\$15,072	
7	PROJECTED EXPENSES BELOW		
8	Projected Mortgage for: 3 Skyline Blvd, Daly City, CA (Primary Residence)		(\$2,552)
9	Taxes		(\$752)
10	Insurance		(\$65)
11	Sub-total (Primary Residence)		(\$3,369)
12	Projected Mortgage for: 872 Beechwood Dr, Daly City, CA (Rental 1)		(\$1,470)
13	Taxes		(\$450)
14	Insurance		(\$55)
15	Sub-total (Rental 1)		(\$1,975)
16	Projected Mortgage for: 6230 Laird Ave, Oakland CA (Rental 2)		(\$1,584)
17	Taxes		(\$292)
18	Insurance		(\$33)
19	Sub-total (Rental 2)		(\$1,908)
20	Projected Mortgage for: 6209 Rodman Ridge, LV (Rental 3)		(\$1,444)
21	Torrey Pine Ranch HOA		(\$66)
22	Taxes		(\$292)
23	Insurance		(\$33)
24	Sub-total (Rental 3)		(\$1,835)
25	Projected Mortgage for: 6205 Chassington, LV (Rental 4)		(\$1,726)
26	HOA		(\$25)
27	Taxes		(\$292)
28	Insurance		(\$33)
	Sub-total (Rental 4)		(\$2,076)

1	Projected Mortgage for: 9794 Mesa Vista Dr, LV (Rental 5)		(\$1,033)
2	Shadow Mountain Ranch HOA		(\$23)
3	Taxes		(\$250)
4	Insurance		(\$33)
5	Sub-total (Rental5)		(\$1,339)
6	Personal Expenses		
7	Electricity and Heat Fuel		(\$80)
8	Water and Sewer		(\$30)
9	Telephone		(\$30)
10	Cell phone		(\$80)
11	Food		(\$300)
12	Transportation		(\$300)
13	Health Insurance (paid by corporation)		(00)
14	Auto Insurance		(\$150)
15	Total Personal Expenses	(\$1,320)	(\$1,320)
16	Repairs and Deferred Maintenance of Properties/Vacancy		(\$556)
17	US Trustee's Fee		(\$108)
18	Sub-total:	(\$664)	(\$664)
19	TOTAL ESTIMATED EXPENSES		(\$14,136)
20	Average Monthly Income:	\$15,072	
21	Monthly Income:		\$15,072
22	Disposable Income		\$936
23	Proposed Monthly Plan Payment		\$913

19 As of **February 28, 2011**, the debtor had cash on hand in the amount of **\$36,139** and expects
20 to have at least this sum as of the effective date of the plan.

21 **PART 8: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION**

22 **(a) Discharge.**

23 As debtor is an individual, unless after notice and a hearing the court orders otherwise for
24 cause, confirmation of the plan will not discharge any debt provided for in the plan until the court
25 grants a discharge on completion of all payments under the plan;
26

1 Alternatively, at any time after the confirmation of the plan, and after notice and a hearing, the court
2 may grant a discharge to the debtor even if he has not completed all payments under the plan if—

3 (i) the value, as of the effective date of the plan, of property actually distributed under the
4 plan on account of each allowed unsecured claim is
5 (ii) not less than the amount that would have been paid on such claim if the estate of the
6 debtor had been liquidated under chapter 7 on such date; and
7 (ii) modification of the plan under section 1127 is not practicable.

8 When the debtor applies for a final discharge, the debtor will provide an accounting to all
9 interested parties as to the payments that have been made under the plan.

10 Prior to the application for a final discharge, the debtor will request entry of a final decree as
11 soon as is feasible which may occur after the initial payments to the creditors have been made.

12 **(b) Vesting of Property.**

13 On the Effective Date, all property of the estate will vest in the reorganized Debtor pursuant to
14 § 1141(b) of the Code free and clear of all claims and interests except as provided in this Plan,
15 subject to revesting upon conversion to chapter 7 as provided in Part 9(f) below, provided that the
16 vesting of said property will be without prejudice and will not act as a bar to a post confirmation
17 motion to convert this case to one under chapter 7 by any party-in-interest on any appropriate
18 grounds. The granting of such motion will revest all of the Debtor's property not already
19 administered into the chapter 7 estate.

20 **(a) Plan Creates New Obligations.**

21 Except as provided in Part 9, paragraph (e), the obligations to creditors that Debtor undertakes
22 in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of
23 the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that,
24 if not satisfied through performance of the Plan, create a basis for an action for breach of contract

1 under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all
2 rights provided by such lien under applicable non-Bankruptcy law.

3 **PART 9: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN**

4 **(a) Automatic Stay Vacated.**

5 The automatic stay of section 362(a) of the Bankruptcy Code terminates as of the Effective
6 Date of the Plan.

7 **(b) Creditor Action Restrained.**

8 The confirmed Plan is binding on every creditor whose claims are provided for in the Plan.
9 Therefore, notwithstanding paragraph (a) above, a creditor may not take any action to enforce either
10 the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in
11 Material Default under the Plan, as defined in paragraph (c) below.

12 **(c) Material Default Defined.**

13 If Debtor fails to make any payment required under the Plan, or to perform any other
14 obligation required under the Plan, for more than 10 calendar days after the time specified in the
15 Plan for such payment or other performance, the affected creditor may serve upon Debtor and
16 Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 20 calendar
17 days after the date of service of the notice of default either: (i) to cure the default; or (ii) to obtain
18 from the court an extension of time to cure the default, or a determination that no default occurred,
19 then Debtor is in Material Default under the Plan.

20 **(d) Remedies Upon Material Default.**

21 Upon Material Default, an affected creditor may:

22 (i) Take any actions permitted under applicable nonBankruptcy law to enforce the
23 obligation due the affected creditor under the Plan, and may accelerate the time for
24

1 performance of all payments and other performance due to the creditor over the
2 course of the Plan and not yet performed at the time of the Material Default; or
3 (ii) File and serve a motion to convert the case to one under chapter 7.

4 **(e) Claims not Affected by Plan.**

5 Upon confirmation of the Plan, any creditor whose claims are left unimpaired under the Plan
6 may, notwithstanding paragraphs (a), (c), and (d) above, immediately exercise all of its contractual,
7 legal, and equitable rights, except rights based on default of the type that need not be cured under
8 section 1124(2)(A) and (D).

9 **(f) Effect of Conversion to Chapter 7.**

10 If the case is at any time converted to one under chapter 7:

11 (i) All property of the Debtor as of the date of conversion, whether acquired pre-
12 confirmation or post-confirmation, shall vest in the chapter 7 bankruptcy estate; and
13 (ii) All creditors, whether their claims arose pre-confirmation or post-confirmation, are
14 prohibited from taking action against the chapter 7 bankruptcy estate or property of
15 the estate by section 362 of the Bankruptcy Code.

16 **(g) Retention of Jurisdiction.**

17 This court shall retain jurisdiction over proceedings: (i) to determine whether Debtor has
18 defaulted in performance of any Plan obligation; (ii) to determine whether the time for
19 performing any Plan obligation should be extended; (iii) to determine whether the case should
20 be converted to one under chapter 7 (and proceedings following any such conversion); (iv) to
21 determine whether Debtor is in Material Default; and (v) any enforcement action permitted
22 under paragraph (d)(1) of Part 10, above.

23 **PART 10: GENERAL PROVISIONS**

24 **(a) Effective Date of Plan.**

1 The Effective Date of the Plan is the eleventh business day following the date of the entry of
2 the order of confirmation, if no notice of appeal from that order has been filed. If a notice of appeal
3 has been filed, the Plan proponent may waive the finality requirement and put the Plan into effect,
4 unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been
5 issued, the Effective Date will be the first business day after that date on which no stay of the
6 confirmation order is in effect, provided that the confirmation order has not been vacated.
7

8 **(b) Cramdown.**

9 Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right to seek
10 confirmation of the Plan notwithstanding the rejection of the Plan by one or more classes of creditors.

11 **(c) Severability.**

12 If any provision in the Plan is determined to be unenforceable, the determination will in no
13 way limit or affect the enforceability and operative effect of any other provision of the Plan.
14

15 **(d) Binding Effect.**

16 The rights and obligations of any entity named or referred to in the Plan will be binding upon,
17 and will inure to the benefit of the successors or assigns of such entity.

18 **(e) Captions.**

19 The heading contained in the Plan are for convenience of reference only and do not affect the
20 meaning or interpretation of the Plan.
21

22 **(f) Controlling Effect.**

23 Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal
24 Rules of Bankruptcy Procedure), the laws of the State of California govern the Plan and any
25 agreements, documents, and instruments executed in connection with the Plan, except as otherwise
26 provided in the Plan.
27

28 **(g) Duration of Plan.**

The debtor's plan will take approximately 360 months from the effective date of the plan to be completed unless, for cause, a longer period is necessary. However, payments to the unsecured creditors will take only approximately 72 months to complete.

(h) Prepayment;

Debtor shall have the privilege of prepayment in any amount at any time as to any class of creditors (but not disproportionately as to any creditor within any class).

(i) Payment of trustee fee and filing of quarterly reports.

The debtor will continue to pay the U. S. Trustee the quarterly fees and file his post-confirmation reports until entry of the final decree, dismissal, closure or conversion of its case.

(j) Appointment of disbursing agent

The debtor will act as his own disbursing agent for this plan.

DATED: June 7, 2011

/s/Peter Nguyen
PETER NGUYEN, Debtor

DATED: June 7, 2011

/s/ Michael H. Luu

MICHAEL H. LUU,
Attorney for Debtor